PROFESSIONAL SERVICES AGREEMENT

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this _1st_ day of _March_ 200_5_ by and between Assessment Software Solutions, Inc. ("AS2") and Porter County, Indiana ("Client").

RECITALS:

Whereas, AS2 operates an assessment software and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of AS2's service, knowledge, skills and expertise in certain specified areas of computer software; and

Whereas, Client desires to purchase one or more software products from AS2; and

Whereas, Client and AS2 are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Engagement.** Client hereby engages AS2 as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof, for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. AS2 hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.

2. **Services and Deliverables.** During the term of this AGREEMENT, AS2 shall provide the specified computer software products during the purchase period as documented below, inclusive of on-site installation/customization, as well as the on or off-site consulting detailed in Section 4 hereof and other related and necessary information ("Services") to the Client. These Services and Deliverables are further outlined below. Client and AS2 may materially alter the scope and nature of the Services by mutual written agreement. AS2 shall work closely with Client to ensure that Client meets all statutory deadlines. AS2 agrees to work in conjunction with the Client and other service providers to the Client, including but not limited to those associated with reassessment activities, mass appraisal providers, to integrate and transfer information so as to provide information to the Client in a uniform format.

Software Purchase and Installation
PROPMAN (Personal Property and Mobile Homes Database Management System)

Specifications: software, setup, installation, network configuration if any, training, technical service and support, free software updates for one year and 10 hours custom programming. First year includes Annual Service and Maintenance Agreement.

Installation and Minimum Requirements
Server-Based:
Installation requires the placement of a single database file (mdb) to the central server. Shortcut icons are created on each networked computer using the software application.

PC-Based (Stand Alone System):
Installation requires the placement of a single database file (mdb) to the C:\ drive. Database can be copied to the central server, via direct connection or sneaker-net, for others to view and query if the county desires.

*Minimum requirements for each PC include a minimum of 256 MB RAM, Pentium 2 processor, Windows 95 operating system, and full installation of MS access version 97.

**Recommended requirements for each PC include a minimum of 1026 MB RAM, Pentium 4 processor, Windows XP operating system, and full installation of MS access version 2003.

Training
Training will be provided to each office through the following:
1) Onsite training – 6 hours per office, unlimited users,
2) On-Line Training Manual – available 24 hours per day, provided via AS2 website, and
3) Phone and\or remote access support available during regular business hours for free.

Technical Service and Support
Technical service and support is provided as necessary and includes such things as trouble-shooting, questions and answers regarding the software and its use, data conversion if upgrading to new version of Microsoft Access or Windows operating system, assistance in applying MS Access service packs and other MS Access updates, and assistance in data extraction.

Multi-Version Environment
AS2 software will be installed and operate in Microsoft Access multi-version environment. In mixed versions environment, the AS2 database back-end will be split from the front-end. In cases where it is deemed necessary by AS2 and the client, AS2 will provide upgrade licenses of Microsoft Access to the county at no additional cost to the county.

Data Extraction
AS2 database values can be exported to the Porter County Auditor's database system *only if allowed* by the Porter County Auditor's database system. AS2 software has built-in data export routines to extract necessary values and create a variety of file types including ASCII delimited, fixed width, CSV, xls, txt, and many more. The exact Auditor database file import specifications must be provided to AS2 prior to data extraction.

$5,280.00 - (Per Township Office.)

Annual Service and Maintenance Agreement
PROPMAN (Personal Property and Mobile Homes Database Management System)

Includes servicing Center Township Assessor Office. Full technical support, free software updates and 10 hours additional custom programming.

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$1,320.00 - (Per Township Office) to be paid in full within sixty(60) days of invoice date.

* Annual Service and Maintenance Agreement renewal date: *03-11*, 200*6*.
** Client will be notified sixty(60) days prior to Annual Service and Maintenance Agreement renewal date.

3. **Compensation.** In consideration for the Services as described in Section 2 hereof, AS2 shall receive the sum invoiced per the following schedule:

    $5,280.00 - Per Township Office: to be paid in full within sixty(60) days of invoice date.
    $1,320.00: to be paid in full within sixty(60) days of invoice date.

4. **Additional On-Site Support and/or Services.** AS2 agrees to provide further support and/or work-product that is outside the scope of the Services detailed in Section Two above for additional compensation of $95.00/hour. Billable hours include custom programming that exceeds the 10 hours free custom programming, trouble-shooting hours for work performed by AS2 at the request of the county that are not deemed the cause of AS2 or its software products.

5. **Term, Termination and Licensure.** The Client shall not provide the various AS2 copyrighted software product(s) to non-licensed users without the specific permission of AS2. Failure of the Client to maintain the integrity of copyrighted product(s) shall entitle AS2 to seek specific legal and financial remedies. AS2 copyrighted software product(s) refers to the combination of software code, tables, forms, queries, reports, macros, modules, and other database elements developed exclusively by AS2, Inc. The raw tabular data itself remains the exclusive property of, and owned by, Porter County. In cases where the AS2 data must be exported to another vendor's software, AS2 will accommodate this process for an additional fee (refer to Section 4 above.) In cases where either county staff, or a separate vendor, without AS2's knowledge thereof, tries to extract data from the AS2 database and causes damage to the AS2 database, AS2 will repair said damage at an additional fee (refer to Section 4 above.)

6. **Confidentiality.** AS2 shall maintain the confidentiality of all Client records, data, information, correspondence of any type and similar. All information related to these Services shall be provided to the Client only, unless otherwise directed by Client, or as so directed by a court of law.

7. **Independent Contractor.** AS2 shall at all times be an independent contractor hereunder, rather than a coverture, agent, employee or representative of the Client. Client hereby acknowledges and agrees that AS2 may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.

8. **Enforcement.** The provisions of this AGREEMENT shall be enforceable notwithstanding the existence of any claim by either Client or AS2 against the other. Each of the parties of this AGREEMENT shall have the right to specific performance and injunctive relief to enforce the terms of this AGREEMENT.

9. **Governing Law.** The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.

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10. **Waiver of Breach**. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.

11. **Entirety**. This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of Services and shall control over any other statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.

12. **Survival**. The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.

13. **Captions**. The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.

14. **Binding Effect**. This AGREEMENT shall inure to the benefit of both parties and their successors and assigns shall be binding upon both parties.

15. **Indemnification**. Both Client and AS2 agrees to indemnify, defend and hold harmless the other from and against any and all costs, expenses and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or arising from acts or omissions of the other party in performing its obligations hereunder.

16. **Contract Representative**. The Client may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The AS2 Contract Representative shall be Phillip Folkerts, 246 N. 11th Street, Noblesville, IN 46060 (317-702-1962).

17. **Notices**. All written notices shall be directed, if to AS2, at: 246 N. 11th Street, Noblesville, IN 46060; and if to Client, at:

Porter County Board of Commissioners

18. **Responsibilities**. The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.

19. **Non-Discrimination**. Pursuant to IC 22-9-1-10, AS2 and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

20. **Delays**. Whenever AS2 or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

21. **Subcontracting**. AS2 must obtain the approval of the Client before subcontracting all or any

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portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, AS2 is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

22. **Force Majeure.** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

23. **Maintaining A Drug-Free Workplace.** AS2 hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace. It is further expressly agreed that the failure of AS2 to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against AS2 including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of AS2 from doing further business with the Client for up to three (3) years.

24. **Termination of Contract.** Client and AS2 may terminate this Contract Agreement by mutual consent and written agreement. Annual Service and Maintenance Contract is a one year self renewing contract. Customer will be notified in writing 60 days prior to renewal date of impending end of term. If customer wishes to renew contract, payment must be received no less than 30 days prior to end of term. AS2 and customer retain the right to terminate the Annual Service and Maintenance Contract at any time with or without cause by means of 30 day written notification. Any amounts paid towards Annual Service and Maintenance are non-refundable regardless of date of cancellation.

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In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

"AS2"

By: _____ Date 03-1-06
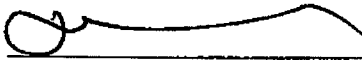Phillip Folkerts
President

"Client"
Porter County
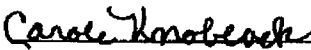
By: _____ Date 3/1/05

By: _____ Date 3/1/05

By: Carol Knoblock Date 3/1/05

Board of County Commissioners

Attest: Sandra K Vlasko Date 3/4/05

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